

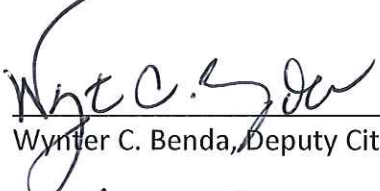


**To the Honorable Council
City of Norfolk, Virginia**

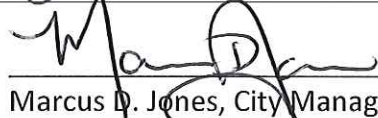
January 12, 2016

From: John Rhamstine, Director, Cultural Facilities,
Arts and Entertainment

Subject: Ordinance approving a Grant
Agreement between the City of
Norfolk and The d'Art Center

Reviewed: 
Wynfer C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: 
Marcus D. Jones, City Manager

Item Number:

R-17

I. Recommendation: Adopt Ordinance

II. Applicant: City of Norfolk

III. Description:

This agenda item is an ordinance to authorize the appropriation and expenditure of \$126,522.00 in grant funds and approve a grant agreement between the City of Norfolk ("City") and The d'Art Center ("d'Art").

IV. Analysis

In April 2015, an explosion heavily damaged the Selden Arcade building (the "Selden") which then caused the displacement of all of its tenants to include d'Art. Since then, while repairs were busily being made to Selden, d'Art sought a more permanent location as with each passing month meant less potential revenue being generated by art sales, classes and/or events. They recently found a property that is located in the Arts District and meets their immediate needs: 740 Duke Street.

As per d'Art's website, they have been connecting not only to Norfolk's residents but many more cities and people with their art for more than twenty (29) nine years. To ensure that d'Art may continue to provide said services, the City recommends granting d'Art the necessary monies to help them pay the rent at 740 Duke Street for two years which will also enable even more artists to be housed in the Arts District.

V. Financial Impact

Under certain terms and conditions, the City will grant d'Art \$126,522.00 to help offset the rental expenses associated with 740 Duke Street. The City will disburse the grant monies to

d'Art monthly. If d'Art ceases to occupy 740 Duke Street for any reason whatsoever, the payment of the grant funds will cease.

VI. Environmental

N/A

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A


IX. Coordination/Outreach

This letter has been coordinated with the Department of Cultural Facilities, Arts and Entertainment, the City Attorney's Office and the City Manager's office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Grant Agreement

12/17/15 lds

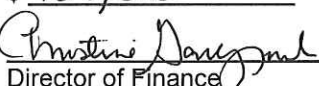
Form and Correctness Approved: 

By 
Office of the City Attorney

Contents Approved:

By 
DEPT.

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$ 126,522⁰⁰ N/A be
 Account
Director of Finance 12/28/15
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING THE SUM OF \$126,522.00 TO THE D'ART CENTER, APPROPRIATING THE GRANT FUNDS, AUTHORIZING THEIR EXPENDITURE, AND, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE D'ART CENTER.

- - -

WHEREAS, the D'ART Center is relocating to the Arts District of the City; and

Whereas, the City Council deems the D'Art Center to be a significant enhancement to the Arts District; and

Whereas, Section 15.2-953 of the Code of Virginia, 1950, as amended, allows the City to make appropriations of public funds to make donations to nonprofit organizations which provide services to residents of the City; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the sum of \$126,522.00 is hereby appropriated and its expenditure authorized in conformity with the purpose of this ordinance and the grant agreement hereto attached as Exhibit A.

Section 2:- That the sum of One Hundred Twenty-Six Thousand Five Hundred Twenty-Two Dollars (\$126,522.00) is hereby granted to the D'ART Center under certain terms and conditions.

Section 3:- That the City Manager and the City Attorney are hereby authorized to prepare, execute and deliver the grant

agreement which sets forth the terms and conditions of the grant, and a copy of which is attached hereto.

Section 3:- That this ordinance shall be in effect from and after its adoption.

**GRANT AGREEMENT
BETWEEN
THE CITY OF NORFOLK, VIRGINIA
AND
D'ART CENTER**

THIS AGREEMENT made this day of January, 2016 between the **CITY OF NORFOLK**, ("City"), a municipal corporation of the Commonwealth of Virginia and **D'ART CENTER** ("Grantee"), a non-profit organization.

WITNESSETH:

That for and in consideration of the mutual promises herein set forth, the City and Grantee agree as follows:

1. TERM. The term of this Agreement shall be from January 1, 2016, until December 31, 2017.
2. PURPOSE OF GRANT:
 - a. The grant funds shall be used solely for the payment of rent by Grantee for the premises located at 740 Duke Street in the City of Norfolk, Virginia ("Premises").
 - b. Grant funds cannot be used for any other purpose.
3. GRANT:
 - a. Subject to the limits and conditions set in this Agreement, the City shall grant Grantee the total amount of One Hundred Twenty-Six Thousand Five Hundred Twenty-Two Dollars (\$126,522.00) to be spent on rent for the Premises from January 1, 2016 until December 31, 2017.
 - b. The City's Fiscal Year ("FY") runs from July 1 until June 30. The amount of the grant funds to be disbursed for each of this fiscal year FY 2016 and for FY 2018 is Thirty-One Thousand Six Hundred Thirty Dollars and Fifty Cents (\$31,630.50). The amount to be disbursed in FY 2017 is Sixty-Three Thousand Two Hundred Sixty-One Dollars (\$63,261.00).
 - c. The City will encumber funds on or before June 1st of the previous fiscal year for FY2017 and FY 2018 funding of the grant. On or before June 1st during the term of this Agreement, the Director of Finance shall certify the funds for the following fiscal year.
 - d. The City shall disburse the grant in monthly payments of Five Thousand Two Hundred Seventy-One Dollars and Seventy-Five Cents (\$5,271.75), upon receipt of

an invoice from Grantee. Grantee shall send invoices to the City's notice address specified under section 5 of this Agreement.

4. TERMINATION. If Grantee ceases to occupy the Premises for any reason whatsoever, this Agreement shall be terminated and the payment of grant funds shall cease.

5. NOTICE. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing. Upon a change of address by either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

To the City: Karen Rudd, Manager of Cultural Affairs
City of Norfolk
Slover Library
235 E. Plume Street, Room LL40
Norfolk, VA 23510

To Grantee: Carolyn Phillips
1017 Cathedral Drive
Suffolk, VA 23434

And Scott Campbell
Via Design Architects
150 Randolph Street
Norfolk, VA 23510

6. INDEPENDENT CONTRACTOR. It is expressly understood and agreed by the parties that Grantee is an independent contractor and that officers, employees, agents and representatives of Grantee shall not be considered to be employees of the City for any purpose whatsoever. Grantee is not an agent of the City.

7. NON-DISCRIMINATION. Grantee agrees to comply and to require all suppliers and subcontractors paid in whole or in part from funds made available under the Agreement, to comply with Section 122 (a) of the State and Local Fiscal Assistance Act of 1972 (Pub. L. 92-512), as amended, to-wit:

No person in the United States shall, on the grounds of race, color, handicap, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of a State government or unit received funds made available under Subtitle A (of Title I of the Act).

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

Further, Grantee agrees to comply with Section 33.1-53 of the Code of the City of Norfolk, Virginia, as amended, 1979, regarding prohibited employment discrimination.

At all times during which any term of this Agreement is in effect, Grantee does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

Grantee hereby represents that it is organized as a non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

CITY OF NORFOLK

ATTEST:

D'ART CENTER

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Content Approved:

Wynter C. Benda, Deputy City Manager

Form and Correctness Approved:

Deputy City Attorney

CERTIFICATION OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose.

Account: _____

Amount: \$31,630.50

Vendor Code: _____

Contract #: _____

Director of Finance